

I, T.B.I Partnership

of the real estate described as follows, and hereafter referred to as "Grantor",

Owner(s)

A tract of land lying in the Northeast Quarter (NE 1/4) of Section Two (2), Township Fourteen (14) North, Range Twelve (12), East of the 6th P.M., Douglas County, Nebraska being more particularly described as follows: Commencing at the Northwest corner of the Northeast Quarter (NE 1/4) of said Section Two (2); thence S00° 17' 00"E along the West line of said Northeast Quarter (NE 1/4) a distance of One Thousand One Hundred Fifty-five feet (1,155.0') to the point of beginning; thence continuing S00° 17' 00"E a distance of Two Hundred and twenty-nine hundredths feet (200.29'); thence N89° 59' 00"E a distance of Six Hundred Twenty-eight and forty-two hundredths feet (628.42'); thence N0° 10' 00"E a distance of One Hundred Ninety-nine and ninety-two hundredths feet (199.92'); thence N90° 00' 00"W a distance of Six Hundred Twenty-eight and eighty-three hundredths feet (628.83') to the point of beginning.

In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the GMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, referred to as "Grantee", a permanent right of way easement to install, operate, maintain, repair, replace, and renew its electric facilities over, upon, above, along, under, in and across the following described real estate, to wit:

A strip of land Ten feet (10') in width, lying adjacent to and parallel to the North line of the above described real estate.

CLARENCE COUNTY, NEBRASKA
REGISTER OF DEEDS

1983 FEB 15 AM 10:35

RECEIVED

18 pages

2-14-12

Comped
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of [initials]

CONDITIONS:

- (a) Where Grantee's facilities are constructed Grantees shall have the right to operate, maintain, repair, replace and renew said facilities consisting of poles, wires, cables, fixtures, guys and anchors and other instrumentalities within a strip of land as indicated above, together with the right to trim or remove any trees along said line so as to provide a minimum clearance from the overhead facilities of at least Twelve feet (12').
- (b) The Grantees shall have the right of ingress and egress across the Grantor's property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.
- (c) Where Grantee's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or encroach the easement and no change of grade elevation or any excavations shall be made therein without prior written approval of the Grantees, but the same may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.
- (d) Where Grantee's facilities are placed adjacent to Grantor's property line, Grantor hereby grants the owner of said adjacent property, or his agent, reasonable access to Grantee's facilities.
- (e) It is further agreed that Grantor has lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her its/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the parties hereto have signed their names and caused the execution of this instrument this 26 day of JAN, 1983.

X T.B.I Partnership
Ira White, Partner

STATE OF
COUNTY OF

On this _____ day _____, 19____, before me the undersigned, a Notary Public in and for said County, personally came _____

President of _____ personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be _____ voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal at _____ in said County the day and year last above written.

NOTARY PUBLIC

My Commission expires: _____

Distribution Engineer 14 Date 2-3-85 Land Rights and Services SKH Date 1/26/83

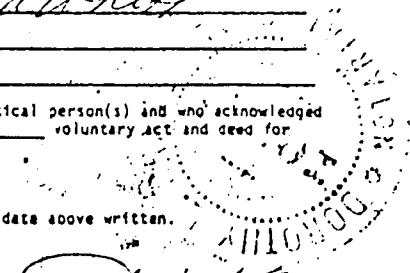
Recorded in Misc. Book No. _____ at Page No. _____ on the _____ day of _____, 19____, Section 2 Township 14 North, Range 12 East, Salesman Kullisek Engineer Hultman, Est. #202328, 5113 for "7706-54" I" Plaza Service

STATE OF Iowa
COUNTY OF Rock

On this 26 day of Jan, 1983, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ira White

personally to me known to be the identical person(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.



My Commission expires: 9-30-83